

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 6	
2. Amendment/Modification No. 15		3. Effective Date 2007APR11		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC SFAE-GCS-W-BCTP KENNY K. WONG (586)574-7056 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: WONGK@TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: KM		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000 SCD B PAS NONE ADP PT HQ0337		Code S2305A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP, LLC 38500 MOUND ROAD STERLING HEIGHTS, MI 48310-3260 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. W56HZV-07-D-M112/0019	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2006DEC21	
Code INLE2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) SEE SECTION G (IF APPLICABLE)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: A It Modifies The Contract/Order No. As Described In Item 14.							
<input checked="" type="checkbox"/> A. This Change Order is Issued Pursuant To: CHANGES - FAR 52.243-2 ALT. II The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)753-2072			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2007APR11	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-M112/0019 MOD/AMD 15	Page 2 of 6
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC		

SECTION A - SUPPLEMENTAL INFORMATION

1. This Modification 15 to Delivery Order 0019 under Contract W56HZV-07-D-M112 is being issued as a Unilateral Change Order under the Changes Clause at I-79 of this contract.

2. Pursuant to the Changes Clause, FAR 52.243-2 ALT. II, the contractor shall perform the scope of work below. This scope of work will be incorporated into the basic requirements contract at a future date.

Section C

C.9.38 Non-Stryker Remote Weapon Station (RWS) Support for Other Customers

C.9.38.1 The Contractors responsibilities shall include full-time CLS RWS support at three deployment locations. Contractor FSRs shall be fully trained on RWS operations and maintenance. Period of performance shall be from 01 June 2007 through 31 May 2008. The Contractor shall coordinate with Other Government FSRs to support CLS, and deprocessing activities

C.9.38.2 The Contractor shall provide support to Deprocess the RWS on RG-31 Vehicles in Kuwait. Deprocessing shall be performed in accordance with the Government Furnished RG-31 configured Field Compliance Test (FCT).

C.9.38.3 The Contractor shall provide RWS ASL/PLL packages to support the locations. Additionally, Pipeline-Fill shall be provided to support Non-Stryker RWS platforms in theatre, for a total of 194 RWS Block II systems.

C.9.38.4 The Contractor shall establish two (2) RWS bench test capabilities in theater for conducting failure verification, troubleshooting and cosmetic repairs of Non-Stryker RWS Block II LRUs.

C.9.38.5 Parts consumption shall be tracked by the Contractor and submitted in CDRL C010 (Consumed Item Report and the Repair and Overhaul

C.9.38.6 Initial cost per mile (CPM) funding included with this requirement is \$2,873,100 for the 74 RWS systems for this period of performance.

Funded BASELINE miles: \$2,873,100 / \$3.05 per mile = 942,000 Total funded miles for 74 systems

942,000 miles / 74 Vehicles = 12,730 miles per year per system

12,730 miles / 12 months = 1,061 miles per month per system

Section H

H.37.3 The Government can unilaterally order at any time during the term of this Modification additional Non-Stryker RWS Cost Per Mile (CPM) using the price as follows:

Deployment Non-Stryker RWS - \$ 3.05

3. Resultant of this Modification 15, Section B of this Delivery Order 0019 reflects:

a. The establishment of CLIN 0001AK for Non-Stryker RWS Support in the amount of \$7,460,554 (PRON - X17GX293X1).

b. The establishment of CLIN 0001AL for Non-Stryker RWS Support in the amount of \$5,586,531 (PRON - X17GX601X1).

4. If any of the above changes cause an increase of decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the --

- (1) Estimated Cost, delivery or completion schedule, or both;
- (2) Amount of any fixed fee; and
- (3) Other affected terms and shall modify the contract accordingly

5. The contractor shall assert its right to an adjustment under this clause within 30 days from the effective date of this Modification 15. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-M112/0019 MOD/AMD 15	Page 3 of 6
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6. Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
7. Notwithstanding the terms and conditions of paragraphs (2) and (4) above, the estimated cost of this contract shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost of Limitation of Funds clause of this Contract.
8. As a result of this Modification 15, the total obligated amount for this Modification against Delivery Order 0019 under Contract W56HZV-07-D-M112 is increased by \$13,047,085.
9. The period of performance for this Modification 15 and CDRLs contained herein starts from 01 June 2007 and goes through 31 May 2008.
10. Except as stated above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A 0017 ***

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>OTHER CUSTOMERS RWS SUPPORT</u>				\$ 7,460,554.00
	NOUN: DEPLOYMENT SUPPORT				
	PRON: X17GX293X1 PRON AMD: 01 ACRN: AG				
	AMS CD: 54ERG300000				
	Estimated Cost: \$ 6,782,322				
	FCCM: \$				
	<u>Fixed Fee:</u> \$ 678,232				
	CPFF \$ 7,460,554				
	Added by Modification 15				
0001AL	(End of narrative B001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	DLVR SCH PERF COMPL				
	<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>				
	001 0 31-MAY-2008				
	\$ 7,460,554.00				
	<u>OTHER CUSTOMERS RWS SUPPORT</u>				\$ 5,586,531.00
	NOUN: DEPLOYMENT SUPPORT				
	PRON: X17GX601X1 PRON AMD: 01 ACRN: AH				
	AMS CD: 01741773000				
	Estimated Cost: \$ 5,082,316				
	FCCM: \$ 119				
	<u>Fixed Fee:</u> \$ 504,096				
	Total Estimated Cost \$ 5,586,531				
	Added by Modification 15				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	DLVR SCH PERF COMPL				

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div>REL CD</div><div>001</div></div> <div><div>QUANTITY</div><div>0</div></div> <div><div>DATE</div><div>31-MAY-2008</div></div> <div><div></div><div>\$ 5,586,531.00</div></div>				

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AK	X17GX293X1 54ERG300000	AG 2 7GXP99	\$ 0.00	\$ 7,460,554.00	\$ 7,460,554.00
0001AL	X17GX601X1 01741773000	AH 2 7GX6SA	\$ 0.00	\$ 5,586,531.00	\$ 5,586,531.00
			NET CHANGE	\$ 13,047,085.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AG	97 7030056SA7SP5R07P54ERG331E9 S20113	W56HZV	\$ 7,460,554.00
Army	AH	97 7010056SA7SP5R07P0174172571 S20113	W56HZV	\$ 5,586,531.00
NET CHANGE				\$ 13,047,085.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 176,157,587.00	\$ 13,047,085.00	\$ 189,204,672.00

ACRN	EDI ACCOUNTING CLASSIFICATION
AG 97 0709030056SA S20113 7SP5R0754ERG30000031E9	7GXP99S20113 W56HZV
AH 97 0707010056SA S20113 7SP5R07017417730002571	7GX6SAS20113 W56HZV